

**RATIFY ENTERING INTO AN AGREEMENT WITH UNITED STAND
FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with United Stand to provide consulting services to Shields School at a cost not to exceed \$44,400.00. Consultant was selected on a non-competitive basis because of consultant's quality services rendered for the past 10 years. United Stand has been providing consulting services to Shields School since 1992. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 02-250163

CONSULTANT: United Stand
3731 West 62nd St.
Chicago, Illinois 60629
Mary Lou Cragg-Director of Finance
(773) 585-4499
Vendor # 11563

USER: Shields School
4250 South Rockwell
Chicago, Illinois 60632
Rita Gardner, Principal
(773) 535-7285
Jose Rodriguez/REO Region 4

TERM: The term of this agreement shall commence on September 3, 2002 and shall end June 24, 2003.

SCOPE OF SERVICES: United Stand will provide school intervention counseling services for at-risk students, many of whom have been victims of incest, physical and psychological abuse. United Stand will partner with parents to counteract alcohol, drug abuse and gang violence.

DELIVERABLES: Consultant shall provide teacher and parent consultations, classroom observations and monitoring to individuals and peer group intervention. Counseling sessions will be conducted and referrals made for students who are victims of incest. Sessions will be conducted on community resources and awareness, including teaching participants about the benefits of volunteering. In-services and workshops will be ongoing.

OUTCOMES: Consultant's services shall result in a decrease of gang related discipline problems and referrals, a decrease in the number of incest cases, and students will be better able to cope with their educational responsibilities.

COMPENSATION: Consultant shall be paid as follows: 2 equal installments of \$22,200.00 due on February 1, 2003 and June 7, 2003.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because it is not further divisible.

The vendor has, however, identified and scheduled the following firms and percentages

Total MBE 1%

Total 1% Hispanic:

Kopico, Inc.	1444 W. 37 th St., Chicago IL 60609
\$600.00	Re-certified through 11/1/02

The City of Chicago Department of Procurement Services certified the identified firm. The identified firm is subject to change upon approval from the Procurement and Contract's Division of Compliance and Vendor Services without further Board approval.

LSC REVIEW: This action was approved by the LSC for Shields School on April 4, 2002.

FINANCIAL: Charge to Shields School: \$44,400.00 Fiscal Year: 2003.
Budget Classification: #5910-234-703-6223-5410 \$35,520.00 Fund: State Chapter 1- 234
Budget Classification: #5910-242-348-7697-5410 \$8,880.00 Fund: Parent Training - 242

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

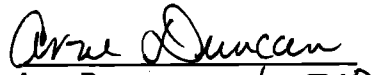
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

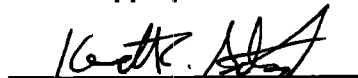
Approved for Consideration:


Anita Rocha
Acting Chief Purchasing Officer

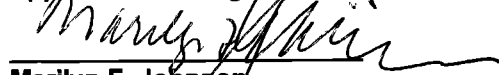
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel